

LOUISIANA TECH UNIVERSITY
INVITATION TO BID
FOR

FULL SERVICE CUSHION SEAT PROGRAM

PROPOSAL NO:	50012-144-10	MAIL TO:	Louisiana Tech University PO Box 3157 TS Ruston, LA 71272
OPENING DATE:	May 27, 2010		OR
TIME:	2:00 P.M.	DELIVER TO:	Purchasing Office Room 408, Keeny Hall

Proposals will be received up to **2:00 P.M., May 27, 2010** by Louisiana Tech University. Proposals received after the specified hour and date will be rejected. At the specified time, the proposals will be publicly opened and read aloud. All proposals must be delivered to the Purchasing Office, 408 Keeny Hall, Ruston, LA by the specified date and time.

The bidder must submit his proposal on the form provided with all blanks filled and signed in ink and must be submitted in a sealed envelope with the bid number and date due conspicuously posted on the front of the envelope. An envelope has been provided for your convenience.

PURPOSE OF SOLICITATION

Louisiana Tech University Athletics/Football Department is seeking bids from qualified vendors to provide a Full Service Cushion Seat Program for Joe Aillet Stadium (Football Stadium) as per the attached Instructions and Scope of Services. The contract resulting from the Invitation to Bid will be for a one year period from date of bid award with the option of renewal for four (4) additional periods of one year each if both parties are in mutual agreement to renew.

For questions regarding this ITB contact Erik Buskirk at 318-257-2933.

BIDDER RESPONSE

Revenue percentage split _____

BIDDER INSTRUCTIONS AND CONDITIONS

The undersigned certifies that the bidder carefully examined the instructions, policies and procedures and agrees to comply with same.

The bidder understands that the University reserves the right to reject any or all bids and to request any additional information it deems necessary to supplement the bid and/or to reach agreement.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) days after opening.

Successful bidder must furnish complete insurance coverage of Workman's Compensation, Public Liability insurance and Property Damage insurance as required by state law. See attachment.

Signature Authority: In accordance with L.R.S. 39:1594 (Act 121), the person signing the bid must be:

1. A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or
2. An individual authorized to bind the vendor as reflected by an accompanying corporate resolution, certificate or affidavit; or
3. An individual listed on the State of Louisiana Bidder's Application as authorized to execute bid.

By signing the bid, the bidder certifies compliance with the above.

Vendor Name: _____ Phone No: _____

Address: _____ Fax No: _____

Representative/Title: _____

Signature: _____

Louisiana Tech Athletics



Invitation to Bid (ITB)

(Full Service Cushion Seat Program)

LA Tech Athletics Contact:

Eric Buskirk

Associate Athletics Director – External Affairs

Louisiana Tech University

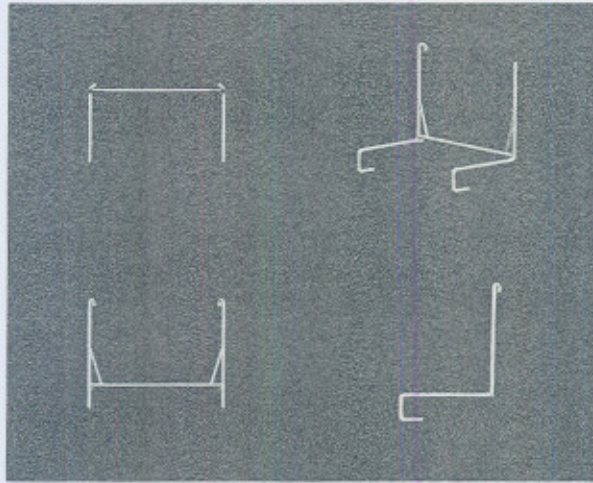
P.O. Box 3046

Ruston, LA 71272

318-257-2933 (OFFICE) 318-436-9469 (MOBILE) 318-257-4437 (FAX)

ebuskirk@latech.edu www.latechsports.com

the base of the frame enhance the strength of the seat back frame and support bar. See the drawing below.



The seat back should be made of marine grade vinyl to be waterproof and durable. Vinyl will be Blue in color. The back should be padded and provide sufficient support to the fan's back. See the picture below.



The cushion should also be made of marine grade vinyl in Blue and should have two web straps at the front of the seat. The web straps allow for the cushion to be flipped forward so that the customer can easily see their seat number. The cushion should have a 2.5" high density foam insert to provide adequate cushion. See the picture below.

ITB Objective:

The LA Tech Department of Athletics is currently considering this ITB with qualified vendors

The bracket should be made of steel and be custom fit to all bleacher sizes at Joe Aillet Stadium. The bracket must be powder coated to prevent rust. The bolt and nut should slide through a hole

in the bracket and a tube on the frame to securely attach the seat to the bleacher. See the picture below.



If specifications defer from above please specify:

Marketing of the Program

Vendor should provide the following marketing plan:

1. Brochure Direct Mail – Vendor will be required to send a marketing brochure to all LA Tech season ticket holders marketing the program to the fans. Optimally a brochure will be mailed in February and in June. The June mailing would target season ticket holders that hadn't ordered during the first mailing.
2. Game Day – Vendor will provide 1-2 customer service booths to market the seats and also offer game day customer service.

If specifications defer from above please specify:

Ordering Process

Vendor should provide the following options for ordering:

1. By phone
2. Website
3. Mail

Describe how each process will work.

If specifications defer from above please specify:

Current Cushion Seating Program:

~~Contractor must be able to provide a full service program that will consist of the following:~~
Contractor must be able to provide a full service program that will consist of the following:

Installation & removal (LA Tech must have choice of Red & Blue)
Maintenance
Game day rentals (must provide staffing, game day rental cushion may be red, blue, or black)
Must provide marketing and cover cost of marketing materials
Provide a percentage of sales to LA Tech
After year one, company should have ability to take orders in house
Provide regular cushions seats & cushion covers for stadium premium chairback seats

LA Tech will provide:

Storage in off season for cushions seats
LA Tech is willing to agree to the following pricing maximums: \$35 prior to August 1st
deadline. \$45 after August 1st: \$25 for chair back cushions.
\$5 -\$8 Game Day Rental Price

Season tickets sold for 2009 were over 5,000, and average attendance is 20,000.

Respondent must answer the following questions

Term of contract? (Cannot be more than four years)

What will the revenue percentage split be?

Will responding company provide game day rentals?

Will responding company be responsible for installation and removal?

Please list any other special offers to the ITB below:

Operations of the Program:

Vendor will be responsible for installing and removing the seats, all aspects of customer service to the fans as well as maintaining and repairing the inventory to sustain a high quality product.

Describe the management and operations of how you would run the program.

Collecting and remitting sales tax will be the responsibility of the vendor.

The Athletic Department will accept bids from individuals and existing companies who can provide the services described above. However, LA Tech Athletics may also negotiate a contract based upon number of years and other factors not necessarily mentioned in this document.

Issuance of this ITB:

Issuance of this ITB does not compel LA Tech to purchase. LA Tech reserves the right to reject any or all ITBs, wholly or in part; to waive any technicalities, informalities, or irregularities in any ITB which does not materially affect the integrity or effectiveness of the ITB process. LA Tech further reserves the right to analyze ITBs in detail, and to award contracts, which we in the exercise of reasonable discretion, believes to be in our best interest. LA Tech also reserves the right to cancel or reissue the ITB.

This document (ITB) is neither a contract nor an offer to contract. LA Tech is not responsible for any ITB preparation expenses, submission costs, or any expenses incurred in negotiations.

Ownership of Materials:

Ownership of all information, materials, and documentation submitted pursuant to the Request for ITB shall belong exclusively to LA Tech. LA Tech reserves the right to use any or all ideas presented in any ITB submitted in response to the ITB and to request any additional information necessary from any and all suppliers to supplement this request without obligation to inform other respondents.

Inquiries:

All inquiries related to this ITB must be directed, via e-mail, to the listed contact. If deemed appropriate, inquiries and responses may be shared with all suppliers.

No Contact Policy:

Contact regarding this ITB with any LA Tech representative other than those contacts listed above is strictly prohibited. Such contact may disqualify your firm from consideration.

Multiple Offerings:

A supplier may submit more than one service offering if appropriate. At least one of the offerings must be complete and address all questions and instructions in this ITB. Additional offerings may be presented in an abbreviated format.

Substantive Nature of Responses:

Responses that are not substantive may be considered non-responsive. Suppliers must address all questions and sections of this ITB in the format specified. Responses in general terms or terms that differ from this ITB are not acceptable.

Rejection of Responses:

LA Tech reserves the right to reject any and all responses. The supplier will absorb all costs incurred in the preparation and presentation of the ITB.

III. SUBMITTALS**Company Resume**

Please complete a company resume that lists the following: company name, company owner, company contact if different from owner, company address, company phone number, company fax number, contact email address, company ownership structure along with officers or partners, number of years in business, number of employees, and resumes of employees.

Project Overview:

Please complete an ITB that includes the following: overview of company experience and past jobs similar to this one, crew structure and pay structure for crew for this submittal, overall cost of ITB and three references on past jobs similar in scope to this one.

EXHIBIT C

INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). 'Claims Made' form is unacceptable. The 'occurrence form' shall not have a "sunset clause."
2. Insurance Services Office form number CA 0001 (Ed. 1178) covering Automobile Liability and endorsement CA 0025 or CA 0001 12 93. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage.
Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

- 1 General Liability and Automobile Liability Coverages
 - a. The Agency, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf

of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.

b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, officials, employees, Boards and Commissions or volunteers.

c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of A-:VI or higher. This rating requirement may be waived for workers' compensation coverage only.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

H. Builder's Risk Coverage

Contractor shall purchase and maintain property insurance upon the entire work included in the contract for an amount equal to the greater of the full-completed value or the amount of the construction contract including any amendments thereto (with the exception of the following sub-limit for flood/quake). Contractor's policy shall provide "ALL RISK" Builder's Risk Insurance (extended to include the perils of flood, earthquake, collapse, vandalism/malicious mischief, and theft, including theft of materials whether or not attached to any structure.) Flood/earthquake sub-limit shall equal an amount no lower than ten percent (10%) of the total contract cost per occurrence.

The policy must include the interest of the Owner, Contractor and Subcontractors as their interest may appear. The "All Risk" Builder's Risk Insurance must also cover architects' and engineers' fees that may be necessary to provide plans and specifications and supervision of work for the repair and/or replacement of property damage caused by a covered peril.

In the event of a disagreement regarding a loss covered by this policy which may also be covered by the State of Louisiana, Policy of self-insurance or any Commercial Property Insurance policy purchased by the State of Louisiana, Office of Risk Management (ORM) covering in excess of the State of Louisiana, Policy of self-insurance, this company agrees to follow the following procedure to establish coverage and/or the amount of loss:

Any party to a loss may make written demand for an appraisal of the matter in disagreement. Within 20 days of receipt of written demand, this company and either ORM or its commercial insurance company shall each select a competent and impartial appraiser and notify the other of the appraiser selected. The two appraisers will select a competent and impartial appraiser and notify the other of the appraiser selected. The two appraisers will select a competent and impartial umpire. The appraisers will then identify the policy or policies under which the loss is insured and, if necessary, state separately the value of the property and the amount of the loss that must be borne by each policy. If the two appraisers fail to agree, they shall submit their differences to the umpire. A written decision by any two shall determine the policy or policies and the amount of the loss. Each insurance company (or ORM) agrees that the decision of the appraisers and the umpire if involved, will be binding and final and that neither party will resort to litigation. Each of the two parties shall pay its chosen appraiser and bear the cost of the umpire equally.

ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF QUOTATION
ANY EXCEPTIONS THERETO MUST BE IN WRITING

REQUIREMENTS AND INSTRUCTIONS

Bids signed in ink should be submitted on this form.

Prices are to be complete and the FOB point to be Louisiana Tech University unless otherwise specified.

Prices must be firm for at least 30 days from bid opening date.

Terms will be considered Net 30 unless otherwise specified.

Bids cannot be altered or amended after opening. Any alterations made before bid opening should be initialed by vendor.

Louisiana Tech University reserves the right to accept quotes after this date if it is determined to be in the best interest of the state.

If bidder takes no exception he will be required to furnish product as specified in the ITB. All items shall be new and in first class condition unless otherwise stated in ITB. Oral agreements will not be recognized.

REJECTION OF BIDS

Louisiana Tech University reserves the right to reject any or all bids and to waive all informalities.

AWARDS

Awards will be made to the lowest responsible and responsive bidder, taking into consideration the quality of the products to be supplied, their conformity with the specifications, the purpose for which they are required, and the time of delivery. Discounts for less than 30 days will not be considered for award purposes. Unless otherwise specified, the University reserves the right to award by individual items, related items, or total, whichever it deems in its best interest.

LOUISIANA PREFERENCE

A preference will be given to materials, supplies, and provisions produced, manufactured, grown, or harvested in Louisiana, quality being equal to articles offered by competitors outside the State. It will be the bidder's responsibility to indicate on his bid response which items qualify.

ACCEPTANCE

Only the issuance of a purchase order or a signed contract constitutes acceptance by the University.

TAXES

In accordance with Act 1029 of the 1991 Legislative regular session, Louisiana Tech and all other state agencies are exempt from state sales and use tax.

DELIVERY

Quote should show number of days required to place material in Central Receiving at Louisiana Tech. Failure to state delivery time obligates bidder to complete delivery in 14 calendar days. Default in promised delivery or failure to meet specifications may result in cancellation of order. The defaulting vendor may be responsible for any additional cost in reissuing the order (RS39:1661(c)). No substitutions or cancellations permitted without approval from Purchasing. Delivery should be made between 7:30am to 4:00pm week days. PURCHASE ORDER NUMBER MUST APPEAR ON ALL BOXES AND SHIPPING SLIPS. Goods may be returned if not identified.

INSPECTION AND ACCEPTANCE

Each item upon delivery will be inspected by Louisiana Tech. Acceptance will be made after inspection determines that all requirements of the specifications are met and the goods are in acceptable condition.

PAYMENT

Invoices for items shall be submitted in duplicate to the Comptroller's Office, Box 7924, Ruston, LA 71272. Items must be invoiced with quantity, unit, and price indicated on purchase order. PURCHASE ORDER NUMBER MUST APPEAR ON EACH INVOICE.

NOTE TO BIDDER: Any terms and conditions attached to a bid will not be considered unless the bidder specifically references them on the front of this bid form. The laws of the State of Louisiana must prevail on all bids.

Abstracts of bids are not furnished, but are kept on file in the Purchasing Office for inspection by any citizen.